98 MP 26 Parkin indicate styles Mass. Page 3871 biri de lemoring part stat bollou, paz yltaköri *** Coan No! 101 - 6860-000652536-4 south memory serving souther prompaged top the most of the serving souther span washington mitual Bank is the first property of the standard of the stand The rest of the state of the state of all rest of the state of the sta eraku, injakan di kananan ni etaat ya lipengan palamba da napa jaruan kanan lipengan manan napa na ana na eraka A thin first a transfer of the property of the the in example of the periodic pendiced to he had by applicable law. Leaver that account to florrower for the s, accordance with the transformation of applicable tower (I the amount of the funds hold by leader at any time to not the force of the payment of the transformation of the property of the without and the second to the payment of t THIS DEED OF TRUST ("Security Instrument") is made on The 108 March 20, 1998 DEBORAH A AMES, AS HER SEPARATE ESTATE STATE OF THE STATE OF THE SECOND Jost acquimat sell tha fimparty danders pilor to the aurocition or ecto of the Property. Short appor aran aran ya dankar kirik saling saling aran karan aran karan trustee is AMERITITLE, a Oregon corporation and the second distribution of ("Borrower"). The trustee is which is organized and existing under the laws, of washington, and whose address is 12017 Third Avenue Seattle "WA 981010 beef ad or almoins to applicate ("Lender"). Borrower owes Lender the principal sum of Seventy-Nine Thousand Three Hundred Twenty-Five & 00/100 ni stranger tel marrat of stername interior byd a-Dollars (U.S. \$ 79, 325.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid addier, due and psyable on April 1, 2028 Security Instrument secures to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrowet's covenants and agreements under this Security instrument and the Note 5 For this purpose, Borrower irravocably grants and conveys to Trustee Unitrust, With power of sale, the following described property located in the Rhamath construction of the control of t County, Oregon: County, Oregon:

Note that a street a street of the street ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK v: OF: KLAMATE COUNTY; OREGON and additional diseases continued public of units at visit and the sales of there to be a man your send the expendit which is accounted account to the second of the extended of the expension of their expensions of their expensions of the extended to the expension of the extended the expension of the ex The care the process of the patent for topicity of to my sums account by the appears of the care to the care to the patent of the patent of the patent of the care to the patent of the socially sentiment and use the frequence a deriving a finite of the sentime skirt days after the execution of this Socialty Instrument and the company to frequency to frequency from the frequency of the socialty in the sentiment of the sentiment of the sentiment is a sentiment of the sentiment leaded our rouse an ser a warred which landson sind he one of middle, a brides, exhibited a from the constitued exist various, as the provide a control. The over a control. The over the control. The over the control. The over the control. The over the control of the control o Les aut good too, odgissor cadd earligh ledeking of the Arendry of abserving materials made the real measured by this Security Is beened as conductionary inquesic designed may and about a default and belesiets, as gooded in innergraph 12, hy coming the mater of accessing to be distributed yith a militarity that he world thick despinalisation proceeding to the narrower whereas is the wend of the semi survey of sheet to mediate the body of based of the remaining the semical terms of the sem chara, for contemporary destanger to a referee town or regulational, then helder may do in post any new total and the rrogal ikka alba dikipi Piripety deh kandik birimsi in iho Piopetyi landek kationi mey includa bayire zna anno bakan TOGETHER WITH all the Improvements now or hereafter eracted on the property, and all easements, appurtenances, and flixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower Warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of the property against all claims and demands, subject to any encumbrances work to the day of the court of THIS SECURITY INSTRUMENT, combines uniform covenants, for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform socurity instrument covering real property. mangger in the comment of the amends and the the prices that Lander required forested by an insular acrossed by Noder analysis economic material is obtained. Lengther and pay the remittee of the material entering the material of the pro-ide of OREGON - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3038 9/90 (page 1 of 4 pages)

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PURPORM COVENANTS. Borrower and Londer covenant and sarse as follows:

1. Payment of Principal stabilitations: Tripayment and sarse as follows:

2. Funds for Taxes and Insurance. Subject to applicable law or to a written der the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written walver, by Lender, Borrower, shall pay to Lander on the day monthly payments are due under the Note, until the Note is paid in full; a sum ("Funds") for: (a) yearly taxes and assassments which may attain pricrity over this Security; Instrument as a lien on the Property; (b) yearly leasehold payments or ground rente on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These at tems are called "Escrow Items." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a lederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 er seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an Institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, annually analyzing the esgroy account, or verifying the Esc

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply

any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Llans. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2; or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If, Lender secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lift Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of Borrower a notice identifying the ilen. Borrower shall satisfy the ilen or take one or inore of the actions set forth above within 10 days of

Borrower a notice identifying the ilen. Borrower shall satisfy the ilen of take one or more of the actions set forth above within 10 days or the actions set forth above within 10 days or the actions set forth above within 10 days or the actions and the action of the property insured against loss by fire; hozards included within the term "extended coverage" and any other hozards, including floods or flooding, for which tender requires insurance. This insurance shall be insulated in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be income by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortogoe clause. Lender shall have

All insurence policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold, the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurence carrier and Lender. Lender may make proof of loss if not misde promptly by Borrower.

loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not accommically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day paried will begin when the notice is given.

may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Meintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to dateriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the Lender's good faith judgment could result in foreiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, shall not marge unless Lender agrees to the merger in writing.

7. Protection of Lender's flights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in benkruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender water attack and the payable, with Interest, upon notice from Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become a

Instrument: Borrower shell pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required, by Lander lapses or ceases to be in effect, at a cost substantially equivalent to the cost to Borrower of the substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insure approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month, a sum equal to one-twelfth of the yearly mortgage insurance previously mortgage insurance coverage is not available, Borrower shall pay to Lender each month, a sum equal to one-twelfth of the yearly mortgage insurance previously mortgage insurance coverage is not available, Borrower shall pay to Lender each month, a sum equal to one-twelfth of the yearly mortgage insurance payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement between Borrower and Lender (Fighton Control of the period that Lender written agreement betwe

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on to a Skullaspection to Lendar on the agant may make reasonable entries upon and inspections of the Property. Lendar shall give corrower to the time of or prior to an inspection specifying reasonable onuse for the inspections. A many contents to the time of or prior to an inspection specifying reasonable onuse for the inspections. A many contents and of any part of the Property, or for corrowsysnoe in lieu of condemisation, are hereby assigned and shall be paid to Londer. In part on the state of the prior of the Property and the second by the second of the Property and the second of the Property in the event of a partial of the proceeds and to a property in the event of the Property in which the fair market value in manifestably before the taking is equal to or greater than the amount of the sums secured by this Security instrument be reduced by the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately before the taking, divided by (b), the fair market value of, the Property, immediately before the taking and taking of the Property in which the fair market value of the sums secured by this Security Instrument shall be proceed a partial taking of the proceeds in the proceeds in the proceeds in the proceeds in the sums secured by the sums secured immediately before the taking. Any belance shall be paid to less than the amount of the sums secured immediately before the taking. Any belance shall be paid to less than the amount of the sums secured immediately before the taking in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured by the security instrument whether or not the sums secured by the security instrument whether or not the sums secured by the security instrument whether or not the sums secured by the security instrument whether or not the sums secured by the security instrument whether or not the sums secured by the security instrument

are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lender, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paregraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender, Not a Walver. Extension of the time for payment or modification of to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or preclude the exercise of any right or remedy.

Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a welver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. exacute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's Instrument but does not under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) this Security Instrument; and convey that Borrower's Instrument; and (c) this Security Instrument; and convey the sums secured by this Security Instrument; and (c) this Security Instrument.

Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges, collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and

that law is finally interpreted so that the interest or other loan charges, colocited or to be collected in connection with the loan exceed the interest or other loan charges, colocited or to be collected in connection with the loan exceed the permitted limits, then: (a) any such oach charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and the standard of the provided from Borrower which exceeded permitted limit by the defended to Borrower. Lender may choose to make reduction will be treated as a partial prepayment without any prepayment charge under the Note.

A Notices. Any notices to Borrower provided for lat the chercy instrument shall be duen by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address disparses by notice to Lender. Any notice to Lender when given as provided for lat the effected to the Property Address or any other address chercy and the property and the standard of the property and the standard of the property and the property and the property and the standard of the property and any provided for in this Security Instrument shall be deemed to have been any the property and the property and provided for in this Security Instrument of the Note conflict shall not affect other provisions of this Security Instrument of the Note which can be lived to the property or a Benedical Instrument and the Note and of the Security Instrument. The property or a Benedical Instrument and the Note and of the Property or any interest in it is sold or consent. Lender may, at its option, require immediate and Borrower is not a delivered or maled suitan which Borrower must pay all curs security Instrument. However, this Instrument with

address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The precading two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to pormal residential uses and to maintenance of the Property.

any Environmental Lew. The precading two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender, written notice of any invastigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions as used in this paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances by

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosone, other flammable or toxic petroleum products, toxic pesticides and herbicides, velatile solvents, materials containing asbestos or formaldelyde, and radioactive materials. As used in this paragraph 20, anvironmental protection, velocity and laws of the jurisdiction where the property is located that relate to health, safety or anvironmental protection, velocity and the paragraph 20, anvironmental protection, velocity and the paragraph 20, anvironmental protection. Recovery and lander further solvents and agrees follower that the paragraph 20, anvironmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under peregraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the specified in the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date shall further inform Borrower of the right to reinstate after acceleration, and the right to bring a court action to assert the non-existence of notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses evidence.

with Londer invokes the power of sale, is went of default and of Lander's election to cause which any part of the Property is located. The orrower and to the Property is located. The orrower, shall sell the Property at public suction is sell in one or more parcels and in any order while amountement in the time and place of a sleen and ynthics and	der un Trustee shall over holice of a phidable law. After the time require n to the highest bidder at the time and Trustee determines. Trustee may pos my previously schoduled sale. Lender	is in the manner prescribed by applicable law, Trustee, without blace and under the terms designated topone sale of all or any percel of the or its designee may purchase the Propriet and a selection of the order o	cable law to demand on in the notice Property by party at any
implied in the recitals in the Trustee's dead shall the proceeds of the sale in the following order attorneys fees; (b) to all sums secured by this Series 22nd Reconveyance. Upon payment of a property and shall surrender this Security instructee shall reconvey the Property without war away Such person or persons shall pay any reconstructions. Such person or persons shall pay any reconstructions and without work would be such that the person or persons shall pay any reconstruction.	ristes a dead correspond the route of the truth of (a) to all expenses of the sale, highway in a county instrument; and (c) any excess ill sums socured by this Security instrument with and all hotes evidencing debt ranty and Londer shall charge Borrows detten costs; the remove Trustee and apply the successor trustee shall succeed	the statements made therein. Truste ling, but not ilmited to, reasonable To the person or persons legally entitled nent. Lender shall request Trustee to recurred by this Security Instrument ra release fee in an amount allowed to all the title, power and duties co	e shall apply rustee's and i to it. reconvey the to 'Trustee', by applicable ee appointed inferred upon
Trustee herein and by applicable law. 11 and 2474 Attorneys Fees. As used in this awarded by an appellate count of the properties of the security instrument. The covenants and agreements of the and agreements of the Security Instrument is if and agreements of the Security Instrument when a security Instrument in the security Instrument in the security Instrument	If one or more inders are executed by schreuch tider shall be incorporated in the inder(s) Wore a part of this Security in advantage to the part of the part of the security in advantage to the part of the part of the part by the part of the part by the part	Borrower and recorded together with to and shall emend and supplement to instrument. ICheck applicable box(es	this Security he coveriants
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of <u>March</u> A.D., 19 <u>98</u>	at 3:24 0 Clock	Page 9871 Bernetha G. Letsch, County	